

## REMARKS

### Administrative Overview

Claims 1–14 were presented for examination. In the Office Action mailed on November 16, 2005, claims 1–14 were again rejected as unpatentable over United States Patent Application Publication No. 2002/0103746 to Moffett, Jr. (hereinafter “*Moffett*”) in view of U.S. Patent No. 5,615,109 to Eder (hereinafter “*Eder*”).

We hereby amend the claims and respectfully request reconsideration in light of the arguments below. Support for these amendments may be found, for example, at pages 2 and 35 of the application as filed. We submit that no new matter has been introduced by these amendments. After the entry of these amendments, claims 1–14 will be pending in this application.

### Interview Summary

We thank the Examiner for the courtesy of the telephonic interview held on December 16, 2005. In the interview, we discussed the art cited against the pending claims and possible amendments that would better distinguish the pending claims from the art of record.

### Existence of Related Applications

The Examiner’s attention is directed to United States Patent Applications Nos. 09/664,226, 10/831,969, and 09/999,670, all assigned to the assignee of the instant application, for appropriate consideration.

### The Claims, as Amended, are Patentable over *Moffett* and *Eder*

Claims 1–14 were again rejected under 35 U.S.C. § 103 as unpatentable over *Moffett* in further view of *Eder*. To demonstrate a *prima facie* case of obviousness, the prior art references (when combined) must teach or suggest all of the limitations of the claims at issue. See MPEP § 2143. The Applicants respectfully submit that *Moffett* and *Eder*, either taken individually or in proper combination, do not teach or suggest all of the limitations of independent claims 1 and 8 and therefore do not legally establish a *prima facie* case of obviousness of these claims or of the remaining claims that depend therefrom.

Generally speaking, the present invention relates to a computer-implemented method for determining an optimal award schedule that satisfies a requisition. Application at 3. A prospective supplier submits a bid including an offer of a business volume discount that is triggered when a certain volume of a first qualifying item and a second qualifying item are purchased together in a bundle from the supplier. Id. at 3. Following receipt of a plurality of bids, the method determines an optimal award schedule satisfying the requisition, where the optimal award schedule comprises an optimal combination of suppliers and a list of items to be ordered from each supplier to at least partially satisfy the purchase requisition. Id. at 4, 2.

In brief overview, *Moffett* describes “a method and system for collective bargaining based on a group initiative structure utilizing the Internet.” Moffett at [0003]. *Moffett* teaches that prospective buyers create RFQs that they discuss with prospective sellers. Id. at [0059]. When the sellers bid on the RFQs, their proposed prices are translated into a savings figure for the buyers, such that the buyers do not see the proposed prices from the buyers. Id. at [0061]. After multiple rounds of bidding to meet the buyers’ hurdle prices, “the seller with the lowest bid for the group overall is conditionally awarded the contract.” Id. at [0063]. In short, *Moffett* teaches a variant of a traditional auction that awards a single seller all of the business for an aggregated group of buyers based on the minimization of a price term.

*Eder* teaches “an innovative and useful inventory management system that creates and displays a prioritized list of profit-enhancing changes to base-level requisitions.” Eder at col. 17, ln. 17-19. *Eder* teaches that “the system develops forecasts for the user-specified time period of sales by product, sales by customer type, sales by account number, cash receipts by customer type, cash receipts by account number, debits by account number, credits by account number, inventory by item and account balances by period.” Eder at col. 16, ln. 58-63.

In contrast, amended independent claims 1 and 8 both recite, in part, receiving, from at least one candidate supplier, “an offer of a business-volume discount that is triggered when a purchase from the candidate supplier of at least one unit of a first qualifying item and at least one unit of a second qualifying item has an aggregated volume within a defined volume interval” and the determination of an optimal award schedule, “comprising an optimal combination of suppliers and a list of items to be ordered from each supplier to at least partially satisfy the purchase requisition.”

We respectfully submit that neither *Moffett* nor *Eder*, either alone or in combination, teaches or suggests at least these claim limitations. Both references fail to teach the use of a business-volume discount for a purchase of at least two different qualifying items whose aggregated volume falls within a defined volume interval. They also fail to teach the determination of an optimal award schedule comprising an optimal combination of suppliers and a list of items to be ordered from each supplier to at least partially satisfy the purchase requisition.

As the Office Action concedes, *Moffett* “fails to explicitly disclose receiving an offer of a business-volume discount that is triggered when an aggregate purchase of at least one unit of a first qualifying item and at least one unit of a second qualifying item is within a defined volume interval.” Office Action at 3. *Eder* does not cure this deficiency. The *Eder* patent appears to contemplate business volume discounts “based on the dollar volume purchased during a specified time period” or “based on the customer’s commitment to purchase a specified volume of a product during a specified time period.” *Eder* at col. 2, ln. 8-9; col. 2, ln 25-27.

We respectfully submit that neither of these teachings satisfy “a business-volume discount that is triggered when a purchase from the candidate supplier of at least one unit of a first qualifying item and at least one unit of a second qualifying item has an aggregated volume within a defined volume interval.” Indeed, the Office Action appears to concede as much, as it states:

“From this teaching of Eder, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the purchasing requisition of Moffett JR. to include the business-volume discount based on purchases of items categories as taught by Eder in order to maximize profit.”

Office Action at 3. No limitation of claim 1 or claim 8 recites a “business-volume discount base[d] on purchases of items categories,” and the Office Action does not claim that *Eder* teaches “a business-volume discount that is triggered when a purchase from the candidate supplier of at least one unit of a first qualifying item and at least one unit of a second qualifying item has an aggregated volume within a defined volume interval.” We respectfully submit that neither reference teaches or suggests the concept of qualifying items having an aggregated volume within a defined volume interval, as expressly required by claims 1 and 8.

Additionally, neither *Moffett* nor *Eder* teaches the determination of an “optimal award schedule comprising an optimal combination of suppliers and a list of items to be ordered from each supplier to at least partially satisfy the purchase requisition.” Instead, both *Moffett* and *Eder* appear to limit selection to a single seller. *Moffett* at [0061]; *Eder* at col. 28, ln. 12-19; col. 68, ln. 38-56. In contrast, the “award schedule” recited in the present claims allows for several sellers to satisfy a buyer’s requisition and, indeed, the present invention allows for the determination of an optimal award schedule involving several sellers.

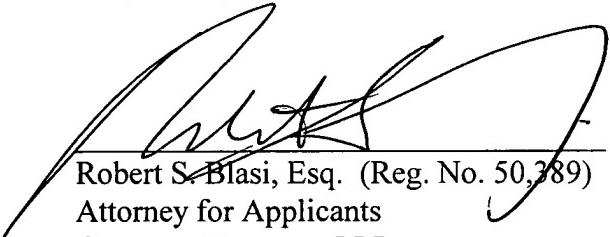
For these reasons, we submit that *Moffett* and *Eder*, by themselves or in proper combination, fail to teach or suggest all of the elements present in the Applicants’ independent claims 1 and 8. Therefore, we respectfully submit that independent claims 1 and 8, and the remaining claims, which depend therefrom, are patentable over *Moffett* and *Eder*.

**CONCLUSION**

In light of the foregoing, we respectfully submit that all of the pending claims are in condition for allowance. Accordingly, we respectfully request reconsideration, withdrawal of all grounds of rejection, and allowance of all of the pending claims in due course.

If the Examiner believes that a telephone conversation with the Applicants' attorney would be helpful in expediting the allowance of this application, the Examiner is invited to call the undersigned at the number identified below.

Respectfully submitted,

  
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